Case 3:14-cv-03088-M Document 20-1 Filed 04/13/15 Page 1 of 83 PageID 527

APPENDIX

viewer (1929×2496)

Game Guide LLC Membership Agreement

THIS CONTRACT dated 9 March 2012.

BETWEEN:

OF THE FIRST PART

- AND -

Brandon Keating

OF THE SECOND PART

BACKGROUND:

- A. Achievement Guide is of the opinion that Brandon Keating has the necessary qualifications, experience and abilities to assist and benefit the Company in its business and operation.
- B. Company desires to work with Brandon Keating and agrees to accept and enter upon the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:



Viewer (1929×2496)

1. Guaranteed to Company

- 1. 1. A payment of 1500\$ which will be directly going towards funding a trip to E3.
- 2. Brandon Keating will act as an advisor to Company.

2. Guaranteed to Brandon Keating

- 1. 30% ownership of the Company, which includes 30% of all revenue earned directly or indirectly related to the operation of Company.
- 2. 1500\$ paid back to you within 90 days of entering the agreement.
- 3. Brandon Keating will own 30% of the stock and interest of the Company, and will have the right to make decisions, if he decides to, on how the company operates and grows. If there is ever a disagreement, the company will hold a vote, and Brandon Keating's vote will count as 30% of the overall vote count.
- Marko Princip and Jon Brandt will make the operation and growth of Company their main priority for a period of 24 months, effective immediately. Any other Youtube Channel, sponsorship or project, with the exception of

Viewer (1929×2496)

TEAMNOBLE, will be considered directly related to Company.

- If Company ever goes IPO (Initial public offering), Brandon Keating will be entitled to 30% of total stock of company, 100% of this stock will vest immediately upon execution of this agreement, and Brandon Keating will decide at a later date whether this stock will be considered non-qualified stock options, or incentive stock options.
- When the LLC is formed and registered for Company, Brandon Keating will be registered as 30° owner.

[Remainder of Page Intentionally Left Blank]

viewer (1929×2496)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Brandon Keazing

May 11, 2012

(Brandon Keating) Partner/Dated

(Marko Princip CEO) Owner Signature/Dated

(Jon Brandt COO) Owner Signature/Dated

EDWARD BRANI

On Saturday, June 21, 2014 1:18 AM, Marko Princip < busyforawhile@gmail.com > wrote:

To Brandon Keating,

This email is proof that you are 30% owner of Videogames Youtube Channel.

The deal is between Brandon Keating and Marko Princip.

By the 17th of every month you will receive your payment.

Your payment will be done by wire transfer.

I will be fully transparent moving forward, and all I ask is you do not speak with Brian Martin anymore.

The deal is between Marko Princip and Brandon Keating.

You can expect 5500\$ by end of business day June 23, 2014.

Best, Marko Princip



PARTNERSHIP AGREEMENT

This Partnership Agreement (the "Agreement") is made and entered into this May 21, 2012 (the "Effective Date"). The Partners in this Agreement are as follows:

Name: This Agreement will be known as VideoGames Youtube Channel (the "Agreement").

- David Tyler Moss "The Partner" and Marko Princip "The Partner" to this Agreement agree to the following:
- The Partners wish to become legal partners in business. The terms and conditions of their Partnership will be outlined in this Agreement. If the Agreement is executed, the Partnership will be in effect on May 21, 2012. The Partnership's primary place of business will be 18032 Windflower Way,
 Dallas, Texas, 75252.
- -The Partnership will be governed under the laws of the state of Texas.
- -The Purtnership's primary purpose is Ensure that David Tyler Moss earns 30% of what the channel earns, and anything associated with "VideoGames" brand.

Contributions:

The Partners will make an initial contribution to the Partnership as follows:

- David Tyler Moss will invest 1,500\$ into VideoGames company, in return he gets 30% ownership of company and he will make 30% off everything revolving around our brand, channel revenue, website revenue, app revenue, etc.
- -David Tyler Moss is an advisor to the company, and has equal say into every decision we make.
- -Marko will pay back David Tyler Moss within 60 days of this agreement being signed.
- -David Tyler Moss will be able to log into the channel whenever he wants to

Login:

Email: murkoguide1693@gmail.com Password: pediculispubis

David Tyler Moss will earn 30% of the channel revenue, paid out every 15th of the month. Preferred payment method (If Paypal, include Paypal address)

___tymossemail@yahoo.com____

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the Effective Date first written above.

Signature: David Tyles Hoss (May 21, 2012)

Email: tymossemail@yahoo.com

Signature: Harda Vinco Marke Princip (May 21, 2012)

Email: my.raw.nerve@gmail.com

[11/19/12 11:10:44 PM] Brian Martin: Good evening.

[11/19/12 11:10:50 PM] (OUT) MARKO: My business partner Brian is in here, what were you saying?

[11/19/12 11:10:57 PM] Brian Martin: So the hard way is it? Let me go ahead and introduce myself.

[11/19/12 11:11:37 PM] Brian Martin: My name is Brian, I am a business partner, aged 28. I have experience in legal and other arenas. I would like to talk to you about your position and where everyone and everything stands but this is what is going on at the moment.

[11/19/12 11:11:57 PM] Brian Martin: Based on your progress toward the situation, you are actually in violation of extortion.

[11/19/12 11:12:05 PM] tymosss: I don't have a signed contract with you Brian Martin. [11/19/12 11:12:11 PM] Brian Martin: I am not sure you realize what Extortion is, or the laws

[11/19/12 11:12:24 PM] Brian Martin: I am the official Manager of VideoGames [11/19/12 11:12:35 PM] Brian Martin: I do believe we are on the connected side.

[11/19/12 11:12:54 PM] Brian Martin: Now, if there is an immediate problem with Marko, I have no issue to removing him from the channel

[11/19/12 11:13:25 PM] Brian Martin: Based on what I am seeing though from your side, with your threats, etc. I find it extremely hard to want to continue business with you regarding my managed channel.

[11/19/12 11:13:46 PM] tymosss: my threats?

[11/19/12 11:14:21 PM] (OUT) MARKO: well I mean dude you said you were getting me fired....

[11/19/12 11:14:24 PM] Brian Martin: Let me clarify what you are doing or have done. It is illegal to go to Machinima or place of employment over a private business matter. [11/19/12 11:15:59 PM] Brian Martin: I believe sincerely this matter has nothing to do with Machinima, as the contract was between VideoGames and yourself. I'll get to the contract part in a minute. I am only sincerely pointing out the issue at hand. You recently called Marko an idiot, for literally the smallest reason yet Marko, my staff, or anyone aboard the channel has not given you the disrespect in that sense. So in a way I am sincerely going to have to drop business with you and the channel VideoGames as it is ultimately the decision of the Manager in which I am.

[11/19/12 11:16:57 PM] Brian Martin: I do not see anywhere in the contract that you are to contact parties that are not involved. Because an NDA was not signed by Machinima Corporation, you are in violation to the privacy of the contract herein.

[11/19/12 11:17:07 PM] Brian Martin: Your contract is void

[11/19/12 11:17:29 PM] tymosss: Really?

[11/19/12 11:17:37 PM] tymosss: I've never spoke to machinima?

[11/19/12 11:18:14 PM] Brian Martin: So if this was to go to court, and Machinima testifies with proof. Are you confident in your claims?

[11/19/12 11:18:42 PM] Brian Martin: Again, I am not trying to upset anyone, I am simply going over the evidence that was placed in front of me.

[11/19/12 11:19:11 PM] tymosss: Also, marko just apparently tried to reach out to the company i work with Revision3

[11/19/12 11:19:17 PM] Brian Martin: I will have to mention that I am prepared to hear



from your lawyer. If you do in fact think you have a case you are welcomed to contact one however due to the circumstances here a lawyer will not take a case.

[11/19/12 11:19:48 PM] Brian Martin: Revision3 was contacted under my request about other channels.

[11/19/12 11:20:34 PM] Brian Martin: Just because you are a part of the network, does not mean my contacts with Revision3 are about you. I also understand it is illegal for me to contact your network without probable cause, sir.

[11/19/12 11:21:28 PM] Brian Martin: Please clarify what you meant by alreadying speaking to the Machinima Network as there is documented proof in your past skype chats with Marko.

[11/19/12 11:21:42 PM] Brian Martin: already*

[11/19/12 11:24:48 PM] Brian Martin: I am appauled that you would take it upon yourself to contact Machinima, attempt to harm Marko, or my managed channel. I am also completely appauled by the fact that I am witnessing how you are handling the situation. Already with your threats and contacts to Machinima, you not only void the contract under my managed channel's name, but you completely created a case of extortion upon yourself which I could take action on you however I will not do so because at this point it is clear that you are not interested in VideoGames. You tried to destroy the channel, which deems you non partner material to the channel itself.

[11/19/12 11:25:10 PM] Brian Martin: Now, I will keep this extremely short because I have a meeting with a few software companies.

[11/19/12 11:25:15 PM] Brian Martin: Your contract is void.

[11/19/12 11:25:55 PM] Brian Martin: Your contacts will cease as far as business is concerned I am no longer interested in your contact regarding the channel VideoGames.

[11/19/12 11:26:13 PM] tymosss: I don't have any contract with you Brian.

[11/19/12 11:26:23 PM] tymosss: My contract and this situation is with Marko.

[11/19/12 11:26:29 PM] Brian Martin: Your contract is with my channel.

[11/19/12 11:26:44 PM] Brian Martin; Your contract is with Marko?

[11/19/12 11:26:53 PM] Brian Martin: Then please deal with Marko, and not the channel

[11/19/12 11:27:07 PM] (OUT) MARKO: I asked him to do a call he didn't want to

[11/19/12 11:27:16 PM] Brian Martin: I will deal with Marko, accordingly. But I regret to inform you that your actions have terminated your contract herein

[11/19/12 11:27:34 PM] Brian Martin: Thank you, Marko. And thank you David for your time.

[11/19/12 11:28:01 PM] tymosss: hahahahahah

[11/19/12 11:29:46 PM] (OUT) MARKO: ?

[11/19/12 11:29:59 PM] tymosss: tymosss has left the conversation

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is entered into by and among Brian Martin (hereinafter referred to as "Martin") and Marko Princip (hereinafter referred to as "Princip") and Abby Lovinger and Adam Lovinger, individually, and on behalf of Andrew Lovinger, their minor son, and Adam Lovinger (hereinafter referred collectively to as the "Lovingers"). All parties hereto shall sometimes be referred to as "Parties" and each a "Party". This "Agreement" is freely entered into by the Parties, in consideration of the recitals, promises, representations and commitments made by each of them, all of which are material to this Agreement and set forth herein.

RECITALS

WHEREAS, the Parties have a dispute over the rights to control a channel on the YouTube website called "VideoGames" (hereinafter referred to as "VideoGames"), including but not limited to a dispute regarding whether a previous settlement and release agreement (the "Previous Settlement Agreement") was validly executed and/or effective.

WHEREAS, on or about October 25, 2013, the Lovingers filed Lovinger, et al. v. Princip, et al., Superior Court of California, in and for the County of San Mateo, Case No. 542942 (the "California Action"), asserting claims for breach of the Previous Settlement Agreement and several related tort claims.

WHEREAS, on or about November 19, 2013, Martin and Princip filed Martin, et al. v. Lovinger, et al., United States District Court for the Eastern District of Virginia, Richmond Division, Civ. Action No. 3:13cv775 (the "Virginia Action"), asserting various statutory and tort claims related to VideoGames against the Lovingers.

WHEREAS, while each Party denies liability to the other Party, all Parties desire to avoid the expense and uncertainty of litigation and desire to permanently resolve this matter without further litigation.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises and representations made herein, which each Party acknowledges as good and valuable, the receipt and sufficiency of which each Party also hereby acknowledges, it is hereby STIPULATED and AGREED by, between and among the Parties as follows:

1. EFFECTIVE DATE. The Effective Date shall be January 8, 2013.

Page of	of 11	
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INITIALS:
Brian Martin
Marko Princip M. P
Abby Lovinger
Adam Lovinger
Andrew Lovinger



2. SETTLEMENT TERMS.

b.

Case 3:14-cv-03088-M

- a. This Agreement is given in consideration of the Parties mutual promises set forth herein below, including a release of all claims arising from conduct by the Lovingers, Martin and Princip, together with the payment set forth below, and promises and commitments made herein. In exchange for the foregoing, the Parties agree that this Agreement is a full and final settlement and compromise of this action and a release and discharge of any and all claims and causes of action by the Parties, and a release and discharge of any and all the Parties' claims and causes of action arising out of the events or incidents referred to in, or in any way related to, the California Action or the Virginia Action.
 - On or before midnight on January 15, 2014 (hereinafter the "Transfer Date"), the Lovingers will transfer all interest, control, and passwords, and a copy of all operative agreements with third-parties, with regard to VideoGames, to Martin and Princip. As of the Transfer Date, the Lovingers relinquish, convey, grant and quit claim all rights, title and interest, including intellectual property rights, if any, to the YouTube Channel Videogames to Martin and Princip, as well as any right to access the YouTube Channel Videogames.
- c. Notwithstanding the transfer, relinquishment, conveyance, grant, and quit claim set forth in Section 2.b., the Lovingers shall be entitled to receive and to keep, and are not required to reimburse Martin or Princip for, all revenues and income generated from VideoGames through the Transfer Date, including but not limited to revenues generated for pre-Transfer Date VideoGames views and advertisements but due to be paid post transfer. Any such revenues paid post transfer shall be paid directly to the Lovingers, and Martin and Princip will not make any demand, claim, or representation that such revenues should not be paid to the Lovingers.
- d. Martin and Princip, jointly and severally, shall, beginning on or before March 15, 2014, or as soon thereafter as sufficient net revenue is received that is generated in any manner from VideoGames after the Transfer Date, whether by advertisements or the sale or assignment of any rights related to VideoGames, pay the Lovingers a sum total of \$30,000 in three (3) equal monthly installments of \$10,000 each due on or before the 15th day of each month until paid in full. If any monthly payment is not timely made in the full amount of \$10,000, on the grounds that sufficient net revenue has not yet been received, then Martin and Princip will pay all net revenue to the Lovingers until the Lovingers are paid in full, and the Lovingers and/or their accountant will be entitled to inspect all records relating to the net revenue from VideoGames. "Net revenue" shall be defined as gross revenue less expenses, before any payments of any kind to

Page of 11

INITIALS:
Brian Martin
Marko Princip M.P
Abby Lovinger
Adam Lovinger
Andrew Lovinger

Page 12 of 83

- Martin, Princip, or any related persons or entities, and before taxes. Expenses shall include ordinary expenses according to GAAP.
- The Parties agree and stipulate that there is no admission of wrongdoing by any e. party, and that no party, directly or indirectly, shall cause to be filed, or has filed, any report, claim, or complaint with any governmental agency or administrative body, nor any private corporate entity, such as Google or YouTube.
- Within five (5) business days of the Effective Date, Martin and Princip will file a f. motion to dismiss the Virginia Action with prejudice.
- Within five (5) business days of the Effective Date, the parties will file a joint g. request for dismissal of the California Action with prejudice, subject to the stipulation that the Superior Court of California, in and for the County of San Mateo, shall retain jurisdiction of this matter pursuant to California Code of Civil Procedure § 664.6 until such time as all terms and conditions of this Agreement have been performed.
- MUTUAL RELEASES. Upon the Effective Date, and except for the obligations 3. specifically set forth in this Agreement, all Parties, on their own behalf and on behalf of their present, former, and future affiliates, agents, attorneys, accountants, assigns, employees, insurers, members, officers, parents, partners, predecessors, representatives, subsidiaries, successors, and all persons claiming by or through them (collectively, the "Releasors"), release and forever discharge each other, and any and all of their present, former, and future accountants, administrators, affiliates, agents, attorneys, directors, distributors, employees, insurers, licensees, members, officers, parents, predecessors, principals, representatives, shareholders, subsidiaries, successors and assigns, sureties, and underwriters (collectively, the "Releasees") from any and all accounts, actions, agreements, bills, bonds, causes of action, claims, controversies, costs and expenses, damages, debts, demands, execution, extents, fees (including but not limited to attorneys' fees), injuries, judgments, liabilities, liens, losses, obligations, promises, reckonings, specialties, suits, sums of money, trespasses, whatsoever, in law or in equity, for compensatory or punitive damages or any other reliefs, monetary or otherwise, whether suspected or unsuspected, pleaded or unpleaded, direct or indirect, asserted or unasserted, hidden or concealed, matured or unmatured, material or immaterial, contingent or absolute, that the Releasors ever had from the beginning of the world until the Effective Date of this Agreement, against the Releasees.
- 4. 1542 WAIVER. In furtherance of the intentions set forth in this Agreement each of the Parties acknowledges that it is familiar with California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE

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INITIALS:
Brian Martin
Marko Princip M.P
Abby Lovinger
Adam Lovinger
Andrew Lovinger

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Page 13 of 83

TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

- 5. KNOWING AND VOLUNTARY RELEASE. The Parties declare that prior to execution of this Agreement, each has consulted or has had the opportunity to consult with his, her or its counsel of choice. The Parties further apprised themselves of sufficient relevant information, through sources of their own selection, in order that they might intelligently exercise their own judgment in deciding whether to execute the Agreement and in deciding on the contents hereof. The Parties further declare this decision is not predicated or influenced by any declarations or representations of Releasees other than those expressly set forth in this instrument. The Parties further expressly state that each has read this Release, with the assistance of counsel of choice, and understands all of its terms, and that the preceding paragraphs recite sole consideration for this Release, and that all agreements and understandings between the parties are embodied and expressed herein. The Parties acknowledge that they have each read and reviewed the terms of this Agreement, and had an opportunity to confer with counsel in the negotiation of this Agreement. Accordingly, the Agreement shall be construed neither for nor against any party, but shall be given a fair and reasonable interpretation in accordance with the meaning of the terms and the intent of the Parties.
- AGREEMENT TO COOPERATE. 6. In the event Martin or Princip require the Lovingers to execute any additional and further documents or action to secure the right, title and interest in the YouTube Channel Videogames, the Lovingers shall reasonably cooperate. In the event there are any notary fees or other such fees related to the authentication of signatures for signing additional and further documents or for the delivery of such documents, i.e., after the execution of this Agreement, the reasonable and customary costs of such fees shall be borne by Martin and/or Princip.
- 7. REPRESENTATIONS AND WARRANTIES. Each Party hereby represents and warrants to and for the benefit of each other Party as follows:
 - Each of the Parties has the power and authority to execute and deliver a. this Agreement and to perform all of the respective terms, conditions and obligations set forth herein.
 - This Agreement is the legal, valid and binding obligation of it, he or she, b. enforceable against it, he or she in accordance with its terms.
 - c. The Parties, and each of them, whether individually or collectively, have not transferred, assigned or conveyed any claim or right being released hereunder, and has full power and authority to fully and finally release each such claim or right.

Page of	I I
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INITIALS:
Brian Martin
Marko Princip M.P
Abby Lovinger
Adam Lovinger
Andrew Lovinger

- Each of the Parties hereto expressly understand, state and agree that he or d. she has received valuable consideration in exchange for the promises contained
- This Agreement, including the consideration contained herein, has been e. negotiated at arms-length between the Parties.
- Each of the Parties warrants and represents that no claims have been made f. or asserted against any of the other Parties, whether criminal, civil, or administrative to any public agency or with Google, Youtube or any other entity, other than the California Action and the Virginia Action.
- NOTICE. Any notice shall be sent by both Registered Mail and electronic mail for 8. notice to be effect. Notice for each party shall be as follows:

The Lovingers

Send to Both:

Patrick R. Hanes Williams Mullen 200 South Tenth Street Richmond, Virginia 23219 phanes@williamsmullen.com

And:

Paul J. Smoot

Law Office of Paul J. Smoot 1720 S. Amphlett Blvd., Suite 104 San Mateo, CA 94402

pjsmoot@gmail.com

Martin and Princip

Mark H. Allenbaugh Law Offices of Mark H. Allenbaugh 30432 Euclid Ave., Suite 101 Wickliffe, Ohio 44092 mark@allenbaughlaw.com

- 9. CALIFORNIA LAW AND JURISDICTION FOR ENFORCEMENT. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The Parties acknowledge, agree and stipulate that the Superior Court of California, in and for the County of San Mateo, shall retain jurisdiction of this matter pursuant to California Code of Civil Procedure § 664.6 until such time as all terms and conditions of this Agreement have been performed. In the event of dispute, any party may seek enforcement of this Agreement.
- 10. ATTORNEY FEES AND COSTS. The Parties agree, represent and warrant that each party shall bear his, her or its own attorney fees and costs, and there shall be no prevailing party. This provision does not apply to the enforcement of this Agreement. In the event a party moves to enforce this Agreement, the court shall award reasonable attorney fees and costs to the prevailing party.

Page of 11

INITIALS:
Brian Martin
Marko Princip M.P
Abby Lovinger
Adam Lovinger
Andrew Lovinger

- 11. AMENDMENT. This Agreement may not be modified, altered or changed except in a writing duly executed by all Parties, wherein specific reference is made to this Agreement.
- 12. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, the remaining parts of the Agreement shall remain in full force and effect.
- 13. WAIVER. The failure of a Party to object to, or the waiver by any Party of, one or more breaches or violations of this Agreement shall not constitute a waiver or limitation upon the right of such Party to object to, or operate or be construed as a waiver or estoppel of, any other breach or violation of this Agreement. No waiver by any Party of any breach of any right under this Agreement shall be valid unless in writing and signed by an authorized representative of such Party.
- 14. FINAL ACCORD AND SATISFACTION. This Agreement is intended to be final and binding between the Parties hereto and is a full and final accord and satisfaction in this Action between the Parties hereto as of the time of the signing of this Agreement, and each Party expressly relies on the finality of this Agreement as a substantial, material factor inducing the Parties' execution of this Agreement.
- 15. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- 16. COUNTERPARTS. This Agreement may be signed in two or more identical counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same enforceable instrument. A photocopied, faxed or electronic signature on the Agreement shall be sufficient to bind the signing Party.
- 17. CONSTRUCTION. This Agreement has been drafted jointly by the Parties. This Agreement is to be construed fairly and not in favor of or against any Party, regardless of which Party or Parties drafted or participated in the drafting of its terms. Any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.
- 18. HEADING AND TITLES. Headings and titles herein are for convenience of reference only and shall not be considered in the interpretation of this Agreement or the construction of any of its terms.

	Page of 11
INITIALS:	
Brian Martin	
Marko Princip M.P	
Abby Lovinger	
Adam Lovinger	
Andrew Lovinger	

Document 20-1

- 19. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding among the Parties with respect to the subject matter hereof, and fully supersedes and replaces any prior oral or written communications, representations, or understandings concerning the terms of this Agreement. The Parties acknowledge that they have not relied on any representations, promises, or agreements of any kind made to them by any person or entity in connection with their decision to accept this Agreement, except as expressly set forth in this Agreement.
- 20. FULL EXECUTION. This Agreement shall have no force or effect until and unless it is fully executed by all Parties on the signature page and initialed on every preceding page.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the dates set forth below.

Date:	
By: Adam Lovinger, individually and o behalf of Andrew Lovinger	n
STATE OF	
I,, a Notary Public of the County and State aforesaid, certify that	
personally appeared before me this day and, being personally known to me, acknowledged to me that the foregoing instrument was signed by (him/her) voluntarily for the purposes expressed therein on this day of,	
20	
Notary Public (signature)	-
Notary Public (printed name)	
My Commission Expires:	
(SEAL)	

Page of 11

Date:	
By: Abby Lovinger, individually and on behalf of and as Guardian Ad Litem for Andrew Lovinger	
STATE OF	
I,	
Notary Public (signature)	
Notary Public (printed name)	
My Commission Expires:	
(SEAL)	
Date:	
By: Andrew Lovinger	aforesaid, certify that personally appeared before me this day
STATE OFCOUNTY OF	and, being personally known to me, acknowledged to me that the foregoing
	instrument was signed by (him/her) voluntarily for the purposes expressed therein on this day of
I,, a Notary Public of the County and State	20 Page of 11

Note	ary Public (signature)
Nota	ary Public (printed name)
Ay Commis	ssion Expires:

Date: 1-4-2014

STATE OF Texas
COUNTY OF COLLIN

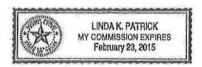
I, Linda K. Patrick, a Notary Public of the County and State aforesaid, certify that Marko Princip personally appeared before me this day and, being personally known to me, acknowledged to me that the foregoing instrument was signed by (him/her) voluntarily for the purposes expressed therein on this 4th day of Jan 2014

Notary Public (signature)

Linda K. Patrick Notary Public (printed name)

My Commission Expires: 02-23-2015

(SEAL)



Date:
By: Brian Martin
STATE OF
COUNTY OF
I,, a Notary Public of the County and State aforesaid, certify that
personally appeared before me this day and, being personally known to me, acknowledged to me that the foregoing instrument was signed by (him/her) voluntarily for the purposes expressed therein on this day of,
Notary Public (signature)
Notary Public (printed name)
My Commission Expires:
(SEAL)

APPROVED	ACTO	EODM.
APPKUVED	AS IU	PUKIVI:

Date: January 7, 2013

By: Mark Allenbaugh, Counsel for Brian

Martin and Marko Princip

Date:

By: Patrick R. Hanes, Counsel for the Lovingers in the Virginia Action

Date:

By: Paul J. Smoot, Counsel for the Lovingers in the California Action

Case 3:14-cv-03088-M

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is entered into by and among Brian Martin (hereinafter referred to as "Martin") and Marko Princip (hereinafter referred to as "Princip") and Abby Lovinger and Adam Lovinger, individually, and on behalf of Andrew Lovinger, their minor son, and Adam Lovinger (hereinafter referred collectively to as the "Lovingers"). All parties hereto shall sometimes be referred to as "Parties" and each a "Party". This "Agreement" is freely entered into by the Parties, in consideration of the recitals, promises, representations and commitments made by each of them, all of which are material to this Agreement and set forth herein.

RECITALS

WHEREAS, the Parties have a dispute over the rights to control a channel on the YouTube website called "VideoGames" (hereinafter referred to as "VideoGames"), including but not limited to a dispute regarding whether a previous settlement and release agreement (the "Previous Settlement Agreement") was validly executed and/or effective.

WHEREAS, on or about October 25, 2013, the Lovingers filed Lovinger, et al. v. Princip, et al., Superior Court of California, in and for the County of San Mateo, Case No. 542942 (the "California Action"), asserting claims for breach of the Previous Settlement Agreement and several related tort claims.

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WHEREAS, while each Party denies liability to the other Party, all Parties desire to avoid the expense and uncertainty of litigation and desire to permanently resolve this matter without further litigation.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises and representations made herein, which each Party acknowledges as good and valuable, the receipt and sufficiency of which each Party also hereby acknowledges, it is hereby STIPULATED and AGREED by, between and among the Parties as follows:

1. EFFECTIVE DATE. The Effective Date shall be January 8, 2013.

2.	SETTLEMENT TERMS
INITIALS:	
Brian Martin	130
Marko Princi	p
Abby Loving	er
Adam Loving	ger

- a. This Agreement is given in consideration of the Parties mutual promises set forth herein below, including a release of all claims arising from conduct by the Lovingers, Martin and Princip, together with the payment set forth below, and promises and commitments made herein. In exchange for the foregoing, the Parties agree that this Agreement is a full and final settlement and compromise of this action and a release and discharge of any and all claims and causes of action by the Parties, and a release and discharge of any and all the Parties' claims and causes of action arising out of the events or incidents referred to in, or in any way related to, the California Action or the Virginia Action.
- b. On or before midnight on January 15, 2014 (hereinafter the "Transfer Date"), the Lovingers will transfer all interest, control, and passwords, and a copy of all operative agreements with third-parties, with regard to VideoGames, to Martin and Princip. As of the Transfer Date, the Lovingers relinquish, convey, grant and quit claim all rights, title and interest, including intellectual property rights, if any, to the YouTube Channel Videogames to Martin and Princip, as well as any right to access the YouTube Channel Videogames.
- c. Notwithstanding the transfer, relinquishment, conveyance, grant, and quit claim set forth in Section 2.b., the Lovingers shall be entitled to receive and to keep, and are not required to reimburse Martin or Princip for, all revenues and income generated from VideoGames through the Transfer Date, including but not limited to revenues generated for pre-Transfer Date VideoGames views and advertisements but due to be paid post transfer. Any such revenues paid post transfer shall be paid directly to the Lovingers, and Martin and Princip will not make any demand, claim, or representation that such revenues should not be paid to the Lovingers.
- d. Martin and Princip, jointly and severally, shall, beginning on or before March 15, 2014, or as soon thereafter as sufficient net revenue is received that is generated in any manner from VideoGames after the Transfer Date, whether by advertisements or the sale or assignment of any rights related to VideoGames, pay the Lovingers a sum total of \$30,000 in three (3) equal monthly installments of \$10,000 each due on or before the 15th day of each month until paid in full. If any monthly payment is not timely made in the full amount of \$10,000, on the grounds that sufficient net revenue has not yet been received, then Martin and Princip will pay all net revenue to the Lovingers until the Lovingers are paid in full, and the Lovingers and/or their accountant will be entitled to inspect all records relating to the net revenue from VideoGames. "Net revenue" shall be defined as gross revenue less expenses, before any payments of any kind to Martin, Princip, or any related persons or entities, and before taxes. Expenses shall include ordinary expenses according to GAAP.
- e. The Parties agree and stipulate that there is no admission of wrongdoing by any

INITIALS:
Brian Martin 734
Marko Princip
Abby Lovinger
Adam Lovinger
Andrew Lovinger

Page 23 of 83

Case 3:14-cv-03088-M

- party, and that no party, directly or indirectly, shall cause to be filed, or has filed, any report, claim, or complaint with any governmental agency or administrative body, nor any private corporate entity, such as Google or YouTube.
- f. Within five (5) business days of the Effective Date, Martin and Princip will file a motion to dismiss the Virginia Action with prejudice.
- Within five (5) business days of the Effective Date, the parties will file a joint g. request for dismissal of the California Action with prejudice, subject to the stipulation that the Superior Court of California, in and for the County of San Mateo, shall retain jurisdiction of this matter pursuant to California Code of Civil Procedure § 664.6 until such time as all terms and conditions of this Agreement have been performed.
- MUTUAL RELEASES. Upon the Effective Date, and except for the obligations 3. specifically set forth in this Agreement, all Parties, on their own behalf and on behalf of their present, former, and future affiliates, agents, attorneys, accountants, assigns, employees, insurers, members, officers, parents, partners, predecessors, representatives, subsidiaries, successors, and all persons claiming by or through them (collectively, the "Releasors"), release and forever discharge each other, and any and all of their present, former, and future accountants, administrators, affiliates, agents, attorneys, directors, distributors, employees, insurers, licensees, members, officers, parents, predecessors, principals, representatives, shareholders, subsidiaries, successors and assigns, sureties, and underwriters (collectively, the "Releasees") from any and all accounts, actions, agreements, bills, bonds, causes of action, claims, controversies, costs and expenses, damages, debts, demands, execution, extents, fees (including but not limited to attorneys' fees), injuries, judgments, liabilities, liens, losses, obligations, promises, reckonings, specialties, suits, sums of money, trespasses, variances, whatsoever, in law or in equity, for compensatory or punitive damages or any other reliefs, monetary or otherwise, whether suspected or unsuspected, pleaded or unpleaded, direct or indirect, asserted or unasserted, hidden or concealed, matured or unmatured, material or immaterial, contingent or absolute, that the Releasors ever had from the beginning of the world until the Effective Date of this Agreement, against the Releasees.
- 1542 WAIVER. In furtherance of the intentions set forth in this Agreement each of the 4 Parties acknowledges that it is familiar with California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

5.	KNOWING AND VOLUNTARY RELEASE. The Parties declare that prior to execution
	of this Agreement, each has consulted or has had the opportunity to consult with his, her or its

INITIALS:
Brian Martin
Marko Princip
Abby Lovinger
Adam Lovinger

Document 20-1

PageID 550

counsel of choice. The Parties further apprised themselves of sufficient relevant information, through sources of their own selection, in order that they might intelligently exercise their own judgment in deciding whether to execute the Agreement and in deciding on the contents hereof, The Parties further declare this decision is not predicated or influenced by any declarations or representations of Releasees other than those expressly set forth in this instrument. The Parties further expressly state that each has read this Release, with the assistance of counsel of choice, and understands all of its terms, and that the preceding paragraphs recite sole consideration for this Release, and that all agreements and understandings between the parties are embodied and expressed herein. The Parties acknowledge that they have each read and reviewed the terms of this Agreement, and had an opportunity to confer with counsel in the negotiation of this Agreement. Accordingly, the Agreement shall be construed neither for nor against any party, but shall be given a fair and reasonable interpretation in accordance with the meaning of the terms and the intent of the Parties.

- 6. AGREEMENT TO COOPERATE. In the event Martin or Princip require the Lovingers to execute any additional and further documents or action to secure the right, title and interest in the YouTube Channel Videogames, the Lovingers shall reasonably cooperate. In the event there are any notary fees or other such fees related to the authentication of signatures for signing additional and further documents or for the delivery of such documents, i.e., after the execution of this Agreement, the reasonable and customary costs of such fees shall be borne by Martin and/or Princip.
- 7. REPRESENTATIONS AND WARRANTIES. Each Party hereby represents and warrants to and for the benefit of each other Party as follows:
 - a. Each of the Parties has the power and authority to execute and deliver this Agreement and to perform all of the respective terms, conditions and obligations set forth herein.
 - b. This Agreement is the legal, valid and binding obligation of it, he or she, enforceable against it, he or she in accordance with its terms.
 - The Parties, and each of them, whether individually or collectively, have not c. transferred, assigned or conveyed any claim or right being released hereunder, and has full power and authority to fully and finally release each such claim or right.
 - Each of the Parties hereto expressly understand, state and agree that he or she has received valuable consideration in exchange for the promises contained herein.
 - This Agreement, including the consideration contained herein, has been e. negotiated at arms-length between the Parties. f.
 - Each of the Parties warrants and represents that no claims have been made or asserted against any of the other Parties, whether criminal, civil, or administrative to any public agency or with Google, Youtube or any other entity, other than the California Action and the Virginia Action.

INITIALS: Brian Martin Zin Marko Princip Abby Lovinger Adam Lovinger ____ Andrew Lovinger

d.

8. NOTICE. Any notice shall be sent by both Registered Mail and electronic mail for notice to be effect. Notice for each party shall be as follows:

The Lovingers

1720 S. Amphlett Blvd., Suite 104 San Mateo, CA 94402

Send to Both:

pjsmoot@gmail.com

Patrick R. Hanes Williams Mullen 200 South Tenth Street Richmond, Virginia 23219 phanes@williamsmullen.com

Martin and Princip

And:

Mark H. Allenbaugh Law Offices of Mark H. Allenbaugh 30432 Euclid Ave., Suite 101 Wickliffe, Ohio 44092 mark@allenbaughlaw.com

Paul J. Smoot Law Office of Paul J. Smoot

- 9. CALIFORNIA LAW AND JURISDICTION FOR ENFORCEMENT. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The Parties acknowledge, agree and stipulate that the Superior Court of California, in and for the County of San Mateo, shall retain jurisdiction of this matter pursuant to California Code of Civil Procedure § 664.6 until such time as all terms and conditions of this Agreement have been performed. In the event of dispute, any party may seek enforcement of this Agreement.
- 10. ATTORNEY FEES AND COSTS. The Parties agree, represent and warrant that each party shall bear his, her or its own attorney fees and costs, and there shall be no prevailing party. This provision does not apply to the enforcement of this Agreement. In the event a party moves to enforce this Agreement, the court shall award reasonable attorney fees and costs to the prevailing party.
- 11. AMENDMENT. This Agreement may not be modified, altered or changed except in a writing duly executed by all Parties, wherein specific reference is made to this Agreement.
- 12. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, the remaining parts of the Agreement shall remain in full force and effect.
- 13. WAIVER. The failure of a Party to object to, or the waiver by any Party of, one or more breaches or violations of this Agreement shall not constitute a waiver or limitation upon the right of such Party to object to, or operate or be construed as a waiver or estoppel of, any other

INITIALS:	1
Brian Martin	1
Marko Princip	_
Abby Lovinger	
Adam Lovinger	

Page of 10

Case 3:14-cv-03088-M

Filed 04/13/15

- FINAL ACCORD AND SATISFACTION. This Agreement is intended to be final and 14. binding between the Parties hereto and is a full and final accord and satisfaction in this Action between the Parties hereto as of the time of the signing of this Agreement, and each Party expressly relies on the finality of this Agreement as a substantial, material factor inducing the Parties' execution of this Agreement.
- SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure 15. to the benefit of the Parties hereto and their respective successors and assigns.
- This Agreement may be signed in two or more identical 16. COUNTERPARTS. counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same enforceable instrument. A photocopied, faxed or electronic signature on the Agreement shall be sufficient to bind the signing Party.
- CONSTRUCTION. This Agreement has been drafted jointly by the Parties. This 17. Agreement is to be construed fairly and not in favor of or against any Party, regardless of which Party or Parties drafted or participated in the drafting of its terms. Any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.
- HEADING AND TITLES. Headings and titles herein are for convenience of reference 18. only and shall not be considered in the interpretation of this Agreement or the construction of any of its terms.
- This Agreement sets forth the entire agreement and ENTIRE AGREEMENT. 19. understanding among the Parties with respect to the subject matter hereof, and fully supersedes and replaces any prior oral or written communications, representations, or understandings concerning the terms of this Agreement. The Parties acknowledge that they have not relied on any representations, promises, or agreements of any kind made to them by any person or entity in connection with their decision to accept this Agreement, except as expressly set forth in this Agreement.
- FULL EXECUTION. This Agreement shall have no force or effect until and unless it is 20. fully executed by all Parties on the signature page and initialed on every preceding page.

INITIALS:
Brian Martin
Marko Princip
Abby Lovinger
Adam Lovinger
Andrew Lovinger

Abby Lovinger _____
Adam Lovinger ____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the dates set forth below.

Date:	Date:
By: Adam Lovinger, individually and on behalf of Andrew Lovinger	By: Abby Lovinger, individually and on behalf of and as Guardian Ad Litem for Andrew Lovinger
STATE OF A Notary	STATE OFCOUNTY OF
I,	I,, a Notary Public of the County and State aforesaid, certify that
Notary Public (signature)	Notary Public (signature)
Notary Public (printed name)	Notary Public (printed name)
My Commission Expires:	My Commission Expires:
(SEAL)	(SEAL)
	Date:
INITIALS: Brian Martin Marko Princip	

By: Andrew Lovinger	Date:	
STATE OF	By: Marko Princip	
I,	STATE OF, a Note Public of the County and State aforesaid, cer that personally appear before me this day and, being personally known to me, acknowledged to me that the foregoing instrument was signed by (him/her) voluntar for the purposes expressed therein on this day of, 20	
Notary Public (signature)		
Notary Public (printed name)	Notary Public (signature)	
My Commission Expires:(SEAL)	Notary Public (printed name) My Commission Expires:	
	(SEAL)	

INITIALS:
Brian Martin
Marko Princip
Abby Lovinger
Adam Lovinger
Andrew Lovinger

STATE OF California COUNTY OF RIVERSIDE

I, MIR HADI VAHARI, a Notary Public of the County and State aforesaid, certify that BRINN DENNIS TIPE Personally appeared before me this day and, being personally known to me, acknowledged to me that the foregoing instrument was signed by (him/her) voluntarily for the purposes expressed therein on this # 774 day of JANUARY, 2014

Notary Public (signature)

MIR HADI VAMABI

Notary Public (printed name)

My Commission Expires:

(SEAL)

MIR HADI VAHABI Commission # 1975601 Notary Public - California Riverside County My Comm. Expires May 17, 2016

INITIALS: Brian Martin & Marko Princip Abby Lovinger Adam Lovinger ____

A DDD A	CITY	A C TO	FORM
APPRO) V P I J	ASICI	PURIVI

Date: January 7, 2013

By: Mark Allenbaugh, Counsel for Brian

Martin and Marko Princip

Date: _____

By: Patrick R. Hanes, Counsel for the Lovingers in the Virginia Action

Date: _____

By: Paul J. Smoot, Counsel for the Lovingers in the California Action

INITIALS:
Brian Martin
Marko Princip
Abby Lovinger
Adam Lovinger
Andrew Lovinger

Falled to send on Aug 17, 2014 10;18:36 PM So you're sending today?

Failed to send on Aug 17, 2014 10:18:36 PM So Monday?

Failed to send on Aug 17, 2014 10:17:22 PM So tomorrow?

Sent on Aug 21, 2014 8:54:14 PM. This reminds me of the old Marko that would disappear rather than keep his word.

Received on Aug 22, 2014 1:51:44 AM Been traveling my apologies



Received on Aug 22, 2014 1:53:01 AM In California home soon

Sent on Aug 22, 2014 11:03:42 AM They don't have banks in California? Where is my money?

> Sent on Aug 23, 2014 11-39:35 AM Yeah, my ropes end is near bro

Sent on Aug 23, 2014 11:39:47 AM Tired of the broken promises

Sent on Aug 23, 2014 11:39:52 AM You swore to me

Sent on Aug 23, 2014 11:39,57 AM Promised

Sent on Aug 23, 2014 11:40:02 AM Your word

Sent on Aug 23, 2014 11:40:08 AM And still nothing

Received on Aug 23, 2014 11:40:27 AM
I've Just been busy I don't understand how you can't understand that

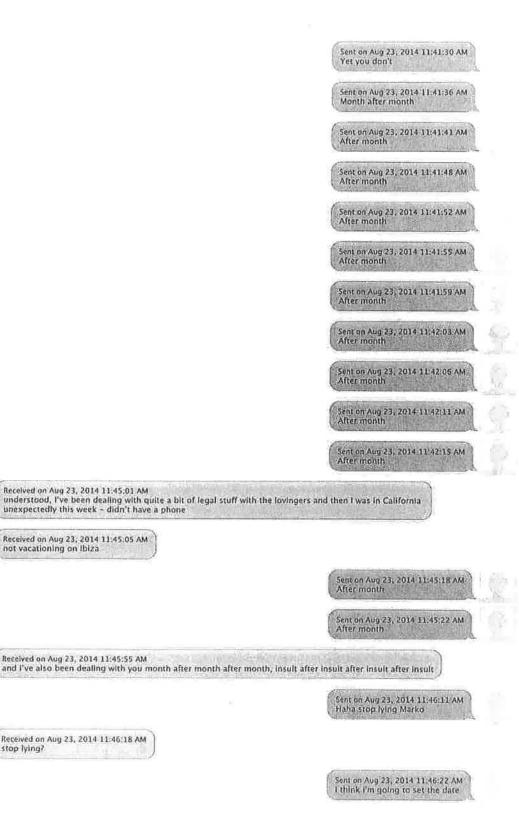
Sent on Aug 23, 2014 11:41:28 AM. You being busy should have absolutely ZERO affect on your ability to pay me over a year. Surely one day out of 365 days you can choose to pay me

EXHIBIT

BK's iPhone +1 (847) 287-5501

- 1 -

Aug 26, 2014 7:45:11 PM



BK's iPhone +1 (847) 287-5501

Received on Aug 23, 2014 11:45:05 AM not vacationing on Ibiza

Received on Aug 23, 2014 11:46:18 AM

Sent on Aug 23, 2014 11:46:54 AM, You said "I'll pay you before the 1st, if I don't, then you can do what you want to do". Remember?? Received on Aug 23, 2014 11:47:17 AM so what I should expect you on my doorstep like you said last time? Sent on Aug 23, 2014 11:47:42 AM I never said that, Hopefully you pay me before the 28th Received on Aug 23, 2014 11:47:52 AM you did say that, I have it recorded Sent on Aug 23, 2014 11:47:58 AM Ok cool Received on Aug 23, 2014 11:47:58 AM on the phone, you said you'd be at my doorstep Sent on Aug 23, 2014 11:48:06 AM Send It to me Sent on Aug 23, 2014 11:48:10 AM I don't believe you Received on Aug 23, 2014 11:48:25 AM no need for me to lie, you were frustrated this was back in 2012.... 5€nt on Aug 23, 2014 11:48:27 AM Brandongkeating@yahoo.com Received on Aug 23, 2014 11:49:53 AM you said and I quote "Im coming to Texas to handle this" and then after that my dad answered the phone this was back in 2012...there is no reason for me to lie. Sent on Aug 23, 2014 11,50:30 AM And that's considered a threa? Sent on Aug 23, 2014 11:50:33 AM Threat Received on Aug 23, 2014 11:50:41 AM well what business do you have in Texas? Sent on Aug 23, 2014 11:51:07 AM YOU!!!!! Received on Aug 23, 2014 11:52:22 AM okay keep the date the 28th, and I really did need to handle something orgent in California, trust me I wouldn't have gone just for hob knobing and fun Sent on Aug 23, 2014 11:52:47 AM So you will pay me before the 28th?? I have your absolute word? Received on Aug 23, 2014 11:53:09 AM Yes I Marko Princip will pay Brandon Keating before the 28th

Received on Aug 23, 2014 11:53:11 AM Sent on Aug 23, 2014 11:55:53 AM
Thanks Marko, Understand, I never want to make this any harder than it needs to be. I have been more than flexible with you over the last few years. Things would be much easier if you would have just honored our agreement from the beginning. But now that you have promised, I don't have to worry. You need to know though, this is the absolute last straw. I can't take anymore lies or broken promises. I'm more than fair bro-Received on Aug 23, 2014 11:57:13 AM you have been yes Received on Aug 23, 2014 11:57:21 AM you are a good guy Sent on Aug 23, 2014 11:59:15 AM Thank you.... Send me that recording though, I'd be interested to hear how I sounded back in 2012.. Please? Received on Aug 23, 2014 12:01:52 PM sure ill just have to get it from the old IMac Sent on Aug 23, 2014 12:02:35 PM Ok thanks fol Sent on Aug 23, 2014 12:02:43 PM I was in another world back then Sent on Aug 23, 2014 12:03:10 PM Not with regards to you but my life in general Received on Aug 23, 2014 12:03:13 PM have you ever visited that Youtube Creators Space Sent on Aug 23, 2014 12:03:18 PM Nah Received on Aug 23, 2014 12:03:25 PM I was at it Thursday, it was actually decent Received on Aug 23, 2014 12:03:27 PM nothing special Sent on Aug 23, 2014 12:03:36 PM Sent on Aug 23, 2014 12:06:30 PM What legal stuff with lovingers? Received on Aug 23, 2014 12:06:08 PM the case is closed but they filed some enforcement stuff Received on Aug 23, 2014 12:06:08 PM so just having to deal with that Sent on Aug 23, 2014 12:07:15 PM Enforcement stuff?



Received on Aug 23, 2014 12:08:16 PM just for the 30k, but like I said...,if Videogames made 10 million in month – we don't want to pay because it just feels wrong thats all it comes down to

Sent on Aug 23, 2014 12:10:01 PM Can you send me the entire document?

Received on Aug 23, 2014 12:10:24 PM sent

Received on Aug 23, 2014 12:10:24 PM I forwarded the email with the attachment

> Sent on Aug 23, 2014 12:13:19 PM Thanks bro

Received on Aug 23, 2014 12:20:15 PM how's stuff with your movie going?

Sent on Aug 23, 2014 12:31:43 PM Going good so far.... That order was entered in July?

> Sent on Aug 23, 2014 12:31:51 PM What else is going on with them?

Sent on Aug 23, 2014 12,32:20 PM.
This order throws out the settlement, no? Which opens the case back up and they could get the channel back.

Received on Aug 23, 2014 12:31:44 PM I got a lawyer working on it

Received on Aug 23, 2014 12:31:44 PM for resolution

Sent on Aug 23, 2014 12:32:52 PM Who?

Received on Aug 23, 2014 12:32:58 PM same one who handled the Ty moss case

Sent on Aug 23, 2014 12:33:21 PM. And what if they order you to give the channel over?

Received on Aug 23, 2014 12:33:34 PM not possible

Sent on Aug 23, 2014 12:33:43 PM Uhhhhh totally possible Sent on Aug 23, 2014 12:34:10 PM You pretty much said fuck the settlement, that can fuck everything Received on Aug 23, 2014 12:33:52 PM well there's a lot more to it, the strikes that almost suspended the channel Sent on Aug 23, 2014 12:34:32 PM Doesn't matter Received on Aug 23, 2014 12:33:52 PM that they got, drew telling directors to leave Received on Aug 23, 2014 12:33:52 PM which they did Sent on Aug 23, 2014 12:34:40 PM Settlement is settlement bro Sent on Aug 23, 2014-12:35-16 PM Your lawyer is a fucking idiot or you haven't told him everything. This is dangerous Sent on Aug 23, 2014 12:35:41 PM Unless you aren't telling me something Sent on Aug 23, 2014 12:36:03 PM Lers Just say Sent on Aug 23, 2014 12:36:09 PM For hypothetical Received on Aug 33, 2014 12:36:00 PM well nothing not to tell, just don't worry about the channel being lost Sent on Aug 23, 2014 12:36:27 PM What if they order you to give the channel back? Received on Aug 23, 2014 12:36:00 PM won't happen, and I spoke to a few youtube employees and told them the whole story, about Drew etc. So I have a lot of backing with VG now, whereas when I lost it, I didn't know anyone Received on Aug 23, 2014 12:36:00 PM zero chance channel will be ordered to be given back

Received on Aug 23, 2014 12:38:08 PM why would the courts order that?

Received on Aug 23, 2014 12:36:00 PM III pay the money before giving it back

Sent on Aug 23, 2014 12:38:25 PM.
I'm not talking about YouTube, I'm talking about the courts ... What if the COURTS order you to give the channel back? What will you do?

Sent on Aug 23, 2014 12:38:46 PM Marko Sent on Aug 23, 2014 12:39:01 PM Answer the question, I need to know where your head is at Received on Aug 23, 2014 12;38:08 PM my head is at, that - that won't happen because im dealing with it. Hired a lawyer, etc. Gonna fight it out Received on Aug 23, 2014 12:38:08 PM Not going to lose it at all Received on Aug 23, 2014 12:39:50 PM you don't steal, then get what you stole back, period Sent on Aug 23, 2014 12:40:27 PM Ok Sent on Aug 23, 2014 12:40:42 PM That's what "hypothetical" means Sent on Aug 23, 2014 12:40:52 PM It was a hypothetical question Received on Aug 23, 2014 12:40:16 PM Received on Aug 23, 2014 12:40:16 PM worst comes to WORST Received on Aug 23, 2014 12:40:16 PM I'd sell it or close it Received on Aug 23, 2014 12 40:16 PM sell it to a friend Received on Aug 23, 2014 12:40:16 PM that channel will never be seen by those thieves again Received on Aug 23, 2014 12:40:16 PM but it won't come to that Sent on Aug 23, 2014 12:41:29 PM How much? Received on Aug 23, 2014 12:40:16 PM well I don't even want to think about that lol Sent on Aug 23, 2014 12:41:44 PM Lol Received on Aug 23, 2014 12:40:16 PM It took 6 months to get it back, and another 8 months of work lol Sent on Aug 23, 2014 12:42:07 PM You would close it if the judge ordered you to turn it over?

Sent on Aug 23, 2014 12:42:41 PM Kind of like "if I can't have it, nobody can"?? Lol

Received on Aug 23, 2014 12:42:24 PM yeah cause I made it

Received on Aug 23, 2014 12:42:24 PM just about the principale

Received on Aug 23, 2014 12:42:24 PM I dealt with more shit then you can phantom for this YT channel

Received on Aug 23, 2014 12:42:24 PM and if they want to get it back, they can go after Youtube

Received on Aug 23, 2014 12:42:24 PM It's their channel over mine

Sent on Aug 23, 2014 12:43:52 PM
You're not worries about being found in contempt?

Received on Aug 23, 2014 12:42:24 PM what does contempt mean

Received on Aug 23, 2014 12:44:32 PM at this point you're giving me like a FBI Interrogation it feels like, end of day I did nothing wrong. Channel was stolen from me. Mark Allenbaugh was a bad lawyer - I didn't do anything wrong, end of discussion

> Sent on Aug 23, 2014 12;45:34 PM Hahaha contempt is

Sent on Aug 23, 2014 12:46:00 PM If a judge tells you to do something, and you don't do it.... It's frowned upon in court bro

Received on Aug 23, 2014 12:44:32 PM

Sent on Aug 23, 2014 12:46:25 PM Yeah Pin questioning. I need to know where your head is at because I OWN 30%

Received on Aug 23, 2014 12:45:42 PM my head is in the space that, this will get resolved

Sent on Aug 23, 2014-12:46:49 PM Ok driving, feel free to text, but I can't text back

Received on Aug 23, 2014 12:50:18 PM received on Aug 23, 2014 12:50:18 PM well it comes down to, I don't know a thing about legal stuff, Im not a law student, Im only 21 and barely finished high school. I know I have the truth, a lawyer, people backing me, so to answer your question no Im not worried. The lovingers have been on my back for a long time now, just as was Ty. Soon the truth will come out and this filing of the whatever yada yada will be solved. Anyone can file anyone this day in age, I could file and say you abused my pet cat, doesn't mean its true. Don't worry about the channel being gone ever. Id pay the 30k before it ever got to that. So yeah

Received on Aug 23, 2014 12:53:40 PM more to the story also, about the settlement, I understand you care for the channel and I appreciate that. But trust me, it won't ever be ordered by no one not even Obama for it to go anywhere. I have it on lock and will resolve this Lovinger issue in a timely matter.







Received on Aug 25, 2014 1:20:48 PM views to money wise Received on Aug 25, 2014 5:30:24 PM hey Brandon question you around? Sent on Aug 25, 2014 5:30.45 PM What's up? Received on Aug 25, 2014 5:30:24 PM can you email me a copy of the contract between us Received on Aug 25, 2014 5:30:24 PM markonerveyt@gmail.com Sent on Aug 25, 2014 5:31:43 PM You don't have it? Yeah I can see about getting it to you Sent on Aug 25, 2014 5:31:50 PM Why you need it? Received on Aug 25, 2014 5:30:24 PM just to see it, I haven't had it in forever Sent on Aug 25, 2014 5:32:12 PM Sent on Aug 25, 2014 5:36:04 PM Id have to find it Sent on Aug 25, 2014 5:36:17 PM Can't remember where I put it Received on Aug 25, 2014 5:36:32 PM Received on Aug 25, 2014 5:38:56 PM last time I saw it, was just when it was signed whenever that was Received on Aug 25, 2014 5:38:56 PM so I just want to see it again thats all Received on Aug 25, 2014 5:53:52 PM any luck finding it? Sent on Aug 25, 2014 5:58:02 PM. I'don't remember where I put it bro, I got a lot of shift in boxes. I'll get it to you as soon as it pops up. Received on Aug 25, 2014 6:04:32 PM Okay sounds good. And look all I ask moving forward just no more threats of you coming to my house. It's made me feel uneasy, 1, you have a gun 2, you've had PTSD, and don't take offense here, but people who've had that have been proven to be unstable. I have a family here, and don't want to have to worry about you showing up here Sent on Aug 25, 2014 6:07:21 PM I've absolutely NEVER threatened you Marko, I don't have PTSD, not every war veteran has PTSD you know? That's offensive brow, And again, I asked you to stop bringing up my Znd amendment, it had absolutely NOTHING to do

Received on Aug 25, 2014 6:10:56 PM wasn't meaning any offense, just merely saying how I feel

Received on Aug 25, 2014 6:13:04 PM and you have threatened me, MANY Times...not recently and you do have a short fuse temper. Like I said im not offending here, just saying my peace. Isn't that my first amendment right?

Received on Aug 25, 2014 6:19:28 PM I prefer we're friends and theirs a good line of communication between us, If I offended you sorry – just sometimes have to say my peace

Sent on Aug 25, 2014 6:40:01 PM. I have never threatened you with any sort of violence. You're confusing me with someone else

Received on Aug 25, 2014 6:40:48 PM just back in 2012 you said you were going to come to my door? What does that mean? to sell me girl scout cookies?

Sent on Aug 25, 2014 6:41:24 PM Show me where I said that.

Sent on Aug 25, 2014 6:41:35 PM If I said it, you recorded it. Get it

Sent on Aug 25, 2014 6.41:40 PM Because I didn't say that

Received on Aug 25, 2014 6.42:34 PM why would I make this up?

Received on Aug 25, 2014 6:42:39 PM
You said it, then my dad answered the phone and you and him started talking

Received on Aug 25, 2014 6:42:41 PM simple as that

Sent on Aug 25, 2014 6:43:38 PM
Ok, then you completely misunderstood whatever it was that I said. I don't threaten people, I'm 100% nonviolent, Anyone says otherwise, they are lying

Sent on Aug 25, 2014 6,43,46 PM That's how sure I am I didn't say it

Sent on Aug 25, 2014 6:43:50 PM Nonetheless

Sent on Aug 25, 2014 6:43:54 PM 2012

Sent on Aug 25, 2014 6:43:57 PM

Received on Aug 25, 2014 6:49:20 PM well Im happy to hear you're nonviolent, that puts me at ease then

Received on Aug 25, 2014 6:49:20 PM and yeah it was 2012; just I have internet brain so everything feels like it was yesterday



Received on Aug 25, 2014 7:25.17 PM by tweeting people I work with and saying and slandering me like you did in 2012, literally my rep took a huge hit, calling me Youtube ponzi etc etc Sent on Aug 25, 2014 7:25:45 PM Really? Show me screenshot Sent on Aug 25, 2014 7.26 08 PM Why do you always accuse me of doing shit other people did? Come on bro, what does that accomplish? Received on Aug 25, 2014 7:25:36 PM you tweet wiped your twitter Received on Aug 25, 2014 7:25:36 PM but I have it saved Received on Aug 25, 2014 7:25:36 PM why would I lie? Sent on Aug 25, 2014 7:26:39 PM I remember I reached out to Mark asking him if he talks to u Received on Aug 25, 2014 7:25:36 PM and in this contract where does it say Videogames Youtube channel? Received on Aug 25, 2014 7:27:02 PM no you didn't Sent on Aug 25, 2014 7:27:11 PM . Marko, it's been long established that this agreement was for the videogames channel? Received on Aug 25, 2014 7:27:10 PM you said the "Truth" about me and every director at the time you were bad talking me to Received on Aug 25, 2014 7:27:19 PM I saw all the DMs Sent on Aug 25, 2014 7(27:25 PM Show me please Sent on Aug 25, 2014 7:27:36 PM Don't sit here and accuse me, show me Received on Aug 25, 2014 7:27:44 PM then in January I said please Brandon Im getting the channel back keep it between us and the first thing you did was go to Ty Moss ranting on about me, you went to BBTV said I Was a fraudster and faked reports, etc., etc.

Received on Aug 25, 2014 7:27:44 PM why would I lie?

Received on Aug 25, 2014 7:27:44 PM For what purpose Sent on Aug 25, 2014 7 28:08 PM No that's a lie



Received on Aug 25, 2014 7:32:00 PM all Im saying is man, months and months on Twitter I praised you

Received on Aug 25, 2014 7:32,00 PM and in return I got slandered, threatened, spit in my face, called a scammer

Received on Aug 25, 2014 7:32:00 PM time after time again, and Im just trying to figure out what I did to deserve it

Received on Aug 25, 2014 7:32:00 PM did I really wrong you so badly? that I deserved that

Sent on Aug 25, 2014 7:33:41 PM
Marko, please stop with the dramatics. I hardly standered you or threatened. Stop with these lies dude and just drop it.

Sent on Aug 25, 2014 7:34:10 PM I have no idea:why you are saying this, but it's counterproductive

Received on Aug 25, 2014 7:36:16 PM agreed dropping it, some nights I get in a mood sorry

Sent on Aug 25, 2014 7:37:38 PM No worries bro. U playing gta ever, or nah?

Received on Aug 25, 2014 7:38:27 PM I don't even have a console at all

> Sent on Aug 25, 2014 7:38:37 PM Oh

Received on Aug 25, 2014 7:40:08 PM yeah when you have to watch the gameplay all day long – end of day you just feel burned out and it becomes the last thing you want to do

Received on Aug 25, 2014 7:40:16 PM my only hobby to be honest is collecting movies

Sent on Aug 25, 2014 7:42:51 PM Lifeel u. Lwas like that with working at Popeyes Case 3:14-cv-03088-M

DAVID TYLER MOSS AND	§	
BRANDON KEATING	8	
	8	
Plaintiffs,	8	CIVIL ACTION NO.
Vs.		3:14-CV-03088-M
	§	(JURY)
MARKO PRINCIP,	න න න න න	
Individually,	§	
MARKO PRINCIP d/b/a	8	
VIDEOGAMES YOUTUBE		
CHANNEL,	8	
MARKO PRINCIP d/b/a		
ACHIEVEMENT GUIDE,	\$ \$ \$ \$ \$	
MARKO PRINCIP d/b/a	§	
GAME GUIDE, LLC;	§	
AND BRIAN MARTIN		

AFFIDAVIT IN SUPPORT OF PLAINTIFF'S APPLICATION FOR TEMPORARY RESTRAINING ORDER

BEFORE ME, the undersigned authority, personally appeared David Tyler Moss, who being duly sworn, deposed as follows:

"My name is David Tyler Moss. I am at least 18 years of age and of sound mind. I am personally acquainted with the facts alleged herein.

"I am a named Plaintiff in this lawsuit, and a partner in the VideoGames YouTube Channel ("Channel") by agreement signed with Marko Princip. The Partnership Agreement (hereinafter "Agreement") was entered into on May 21, 2012. Pursuant to the Agreement, I own 30% of the VideoGames YouTube Channel. The Agreement is attached as Pls. Ex "C," App. 6, and incorporated herein by reference.

Affidavit in Support of Plaintiffs' Application for Temporary Restraining Order

Defendants.

"After failing to re-pay my initial investment of \$1,500.00 into the Channel on time as promised in the Agreement, Mr. Princip has not paid me my correct percentage of the Channel's earnings since 2012, despite my requests for him to do so. Mr. Princip has not provided with me with any financial information from the Channel, despite my requests for information. I believe that Mr. Princip has intentionally refused to cooperate with discovery by not providing me any of this information so far in the lawsuit."

"Mr. Princip never gave me any notice or indication that he intended to 'terminate' our partnership. Despite Mr. Princip's claim that he somehow 'terminated' the partnership on his own (without my knowledge)--and Mr. Princip and Mr. Martin's claim that I am not a partner in the Channel--Mr. Princip approached me in March 2014, before this lawsuit was initially filed in Dallas County, Texas, and offered to pay me money from the Channel. Not only did Mr. Princip state that he had money that he would like to pay me, but Mr. Princip stated that he owed me a lot of money, AND he wanted to keep paying me for future earnings because the Channel now makes more money than I can imagine in a month. Mr. Princip even stated that Mr. Martin had asked Mr. Princip to reach out to me and 'make things right.' My conversation with Mr. Princip, whose phone number is (214) 662-8246, is attached as Pls. Ex. I, App. 57-66, and incorporated herein by reference."

"I have also learned that the Defendants have posted inappropriate content on the Channel in violation of YouTube rules and regulations, and the Channel has received two 'strikes.' A strike is a warning from YouTube that posted content violates their rules, regulations and agreement to post any content on their internet platform or websites. A third strike will result in the VideoGames YouTube Channel being removed by YouTube. Obviously, this would financially harm the Channel as advertisers will no longer pay to advertise on the Channel, and

will result in a total loss of goodwill built up as the Channel obtained over 2,500,000 subscribers during the past two-plus years, since its inception. If advertisers no longer pay YouTube, who then pays BroadbandTV (or whoever is now servicing the Channel), and thereafter pays Mr. Princip, I will not receive my 30% contractually owed share of the Channel's revenue. I believe that there are a number of projects, ventures and/or business activities that the VideoGames YouTube Channel is involved in to generate revenue.

"To my knowledge, Brandon Keating also owns 30% of the VideoGames YouTube Channel. Together, we own 60% of the Channel. We are requesting that Defendants surrender control of the Channel to us immediately to guarantee there will be no further opportunity for any of the Defendants to post any content that is inappropriate, derogatory, or violates YouTube rules and regulations; and that we may avoid any further adversarial issues with YouTube. I also know that Mr. Princip is attempting to avoid paying a settlement from two other lawsuits in the Superior Court of California, County of San Mateo, and the United States District Court for the Eastern District of Virginia, Richmond Division involving the Channel. Further, Mr. Princip has stated his intent to avoid paying judgments. These two lawsuits involves Adam and Abby Lovinger, the parents of A.L., a minor child, an individual in Virginia who Mr. Princip apparently reached an agreement with to manage the Channel just days after Mr. Princip and I entered into our Agreement. Mr. Princip never consulted me about retaining or agreeing to any services that would be provided by Mr. Lovinger to the Channel. I did not even know about these two lawsuits--which literally span the continental United States--until my attorneys discovered them just before we originally filed suit in Dallas County, Texas. Mr. Princip and Mr. Martin literally litigated this entire lawsuit without giving me any notice or consulting me about the litigation or any settlement. In addition, I also know that Mr. Princip stated that he will

"I believe that Mr. Princip has apparently entered into a business relationship of some sort with Brian Martin. Mr. Martin told me that he is a 'business partner' with Mr. Princip, and threatened to take legal action against me if I pursued my contractual rights in the Channel. I believe that Mr. Princip has sold a percentage of the VideoGames YouTube Channel to Mr. Martin, as he has done with Brandon Keating and I. I believe that Mr. Princip is currently paying Mr. Martin, who is acting in concert with Mr. Princip and will work with Mr. Princip to prevent Brandon Keating and I from exercising our rights to participate in the management of the business and affairs of the Channel (as we are entitled by our contracts to do), and from receiving our contractual share of the Channel's revenue. I know that Mr. Princip and Mr. Martin are acting in concert to operate the Channel, and to manage its business and financial affairs.

"Further affiant sayeth not."

ylan Moso

SUBSCRIBED AND SWORN TO BEFORE ME on March 11, 2015

Affidavit in Support of Plaintiffs' for Temporary Restraining Order

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

DAVID TYLER MOSS AND BRANDON KEATING	&3 &3 &3	
Plaintiffs,	§	CIVIL ACTION NO.
Vs.	§	3:14-CV-03088-M
MARKO PRINCIP, Individually, MARKO PRINCIP d/b/a VIDEOGAMES YOUTUBE CHANNEL, MARKO PRINCIP d/b/a ACHIEVEMENT GUIDE, MARKO PRINCIP d/b/a GAME GUIDE, LLC; AND BRIAN MARTIN	යා ගා ගා යා ගා ගා යා යා යා	(JURY)

Defendants.

AFFIDAVIT IN SUPPORT OF PLAINTIFF'S APPLICATION FOR TEMPORARY RESTRAINING ORDER

BEFORE ME, the undersigned authority, personally appeared Brandon Keating, who being duly sworn, deposed as follows:

"My name is Brandon Keating. I am at least 18 years of age and of sound mind. I am personally acquainted with the facts alleged herein.

"I am a named Plaintiff in this lawsuit, and a partner with Marko Princip in the VideoGames YouTube Channel. On March 9, 2012, I signed a contract and membership

Affidavit in Support of Plaintiffs' Application for Temporary Restraining Order



agreement with Marko Princip and Game Guide, LLC ("Agreement"), attached as Pls. Ex. 'A,' App. 1-4, and incorporated herein by reference. The purpose of our agreement was and is to provide an online / internet platform, forum and channel for individuals and companies to introduce to the market new video games, offer opinions, review video games and share experiences, including tips and tricks of how to play various video games.

"A search of the Texas Secretary of State's electronic records indicates there is no legal entity known as 'Game Guide LLC' registered to do business in Texas. Please see Pls,' Ex. 'K,' App. 82, and incorporated herein by reference. I have personal knowledge that Mr. Princip is conducting business the subject and purpose of our agreement, both in his personal name and as 'VideoGames YouTube Channel (hereinafter 'Channel'). Mr. Princip entered into a partnership agreement with David Tyler Moss regarding the Channel May 21, 2012. To my knowledge, David Tyler Moss is also a partner and 30% owner of the VideoGames YouTube Channel.

"My understanding is that Mr. Princip has somehow transferred or 'gifted' 50% ownership in the VideoGames YouTube Channel to Brian Martin in exchange for finding a lawyer to represent Mr. Martin and himself in litigation involving the Channel in Superior Court of California, County of San Mateo, and the United States District Court for the Eastern District of Virginia, Richmond Division involving the Channel. Mr. Princip has told me on several occasions that he does not have a contract with Mr. Martin. I believe that Mr. Princip is currently paying Mr. Martin, who is acting in concert with Mr. Princip, and will work with Mr. Princip to prevent David Tyler Moss and I from controlling the Channel as we are entitled to by contract, receiving our contractual share of the revenue, and exercising our contractual rights to participate in the management of the Channel's affairs.

"Despite Mr. Princip and Mr. Martin's apparent contention that I am not a partner in the Channel, Mr. Princip sent me an e-mail message from busyforawhile@gmail.com, his e-mail address, on June 21, 2014 at 1:18 A.M. confirming that I am, indeed, 30% owner of the VideoGames YouTube Channel. This e-mail message from Mr. Princip to me is attached as Pls.' Ex. 'B,' App. 5, and incorporated herein by reference. Mr. Princip further promised to pay me by the 17th of every month, and that Mr. Princip would be fully transparent with me moving forward. Interestingly, he asked me to not speak with Mr. Martin anymore. Mr. Princip further advised me to expect a payment of \$5,500,00 by the end of business on June 23, 2014. That payment was never received from Mr. Princip.

"Recently, Mr. Martin told me in a conversation on Facebook that I have no ownership in the Channel, and that I <u>never</u> will. This conversation is attached as Pls.' Ex. 'J,' App. 67-81, and incorporated herein by reference. Mr. Martin further stated that he gave Mr. Princip money, and gave money to "some other investors...and they got their investors worth and I paid others what they were due but never ever ever will you have a part of it at all." App. 72. Finally, Mr. Martin advised me that not even in 2016 or 2020 would I receive my contractual share of the Channel's revenue, or have my contractual right to participate in the management of the Channel's affairs honored. App. 77.

"Pursuant to my contract with Mr. Princip, I own 30% of the VideoGames YouTube Channel. Marko Princip has also refused to pay the contractual percentage I am owed of the Channel's earnings since January 2013, even though Mr. Princip has provided some minimal reports and documents reflecting earnings received by the Channel. It is apparent from these documents that the Channel is earning revenue, but that money is not being distributed to myself

or Mr. Moss, another partner in the Channel. It is my opinion that the Channel's earnings are being kept and secreted by Marko Princip and Brian Martin, another individual who became involved and received funds and benefitted from the fraudulent actions of Mr. Princip. Despite Mr. Princip's apparent contention that I am not a partner,

"Mr. Princip has posted inappropriate content on the Channel in violation of YouTube rules and regulations, and the Channel has received two 'strikes'. I know that at least one 'strike' is a result of Mr. Martin 'spamming' videos on the Channel with certain search optimization keywords in order to drive traffic to his own personal YouTube channel, FuturisticHub. This process works by embedding certain programming into videos on the Channel that displays videos on Mr. Martin's personal channel in the "Related Videos" section that appears on the right side of the screen, next to the video.

"A 'strike' is a warning from YouTube that it has the legal right to eventually remove any channel or content from its electronic servers that publish content on the internet. At least one strike came as a direct result of Mr. Princip and Mr. Martin placing inappropriate programming into Channel videos designed to drive traffic to a personal YouTube channel. The Channel received another 'strike' from YouTube over an incident where Mr. Princip apparently made an agreement with Erik Thorsell, username 'kwebblekop,' to produce videos for the Channel in exchange for 50% of the 'net revenue commission' per video submitted by him. Mr. Princip did not pay Mr. Thorsell as agreed, and Mr. Thorsell filed over 100 copyright claims against Mr. Princip for his videos. YouTube gave the Channel a 'strike,' and suspended the Channel for a week. Mr. Princip posted a video in which he admitted to publicly harassing Mr. Thorsell, stated that the Channel did not owe Mr. Thorsell any money, and admitted that the Channel received a

suspension as a result of the situation between Mr. Thorsell and himself. In addition, Mr. Princip has potentially exposed the Channel to copyright infringement liability. Mr. Princip and Mr. Martin have done the same thing to other video producers on the Channel, and it is very likely only a matter of time before more complaints are filed against the Channel. What makes the situation even worse is that I was not consulted on any of these agreements or arrangements, and to the best of my knowledge, neither was David Tyler Moss."

"Pursuant to YouTube policy and its agreements with owners of any channel, a third strike will result in the Channel being removed and unpublished by YouTube. Obviously, this would financially harm the Channel as advertisers will no longer pay to advertise on the Channel, and will result in a total loss of goodwill built up as it obtained over 2,500,000 subscribers over the past two-plus years. If advertisers no longer pay YouTube, who pays the service provider (which I know at one point was BroadbandTV), and thereafter pays Mr. Princip, I will not receive my 30% contractually owed share of the revenue.

"We are requesting that Mr. Princip and anyone acting in concert with him surrender control of the Channel to us immediately to guarantee there will be no further opportunity that Mr. Princip, Mr. Martin, or anyone else will post any inappropriate content on the Channel that violates YouTube rules and regulations, to avoid any further adversarial issues with YouTube, and to avoid or limit the damage from any current or future copyright infringement claims or other litigation against the Channel. I also know that Mr. Princip and Martin are attempting to avoid paying a settlement from another lawsuit in the Superior Court of California, San Mateo County and the United States District Courts for the Eastern District of Virginia, Richmond Division involving the Channel, and that Mr. Princip informed me of his intent to avoid paying

judgments concerning the Channel. Mr. Princip has also stated that he will remove, delete, transfer, or sell the Channel is if he is ordered to surrender control of the Channel--or the Channel itself--to anybody else in a lawsuit. This conversation between Mr. Princip (busyforawhile@gmail.com) is attached as Pls. Ex. "F," App. 30-46 at 35-37, and incorporated by reference herein. I have since learned that I have learned that Mr. Princip and Mr. Martin have breached the settlement agreement in San Mateo County, California, and a judgment in excess of \$40,000.00 has been entered against Mr. Princip and Mr. Martin."

"With a temporary restraining order, Mr. Princip will be unable to take any action to remove content from the Channel, or to remove, delete, transfer, or sell the Channel in the event that he is ordered to surrender control of the Channel upon final resolution of the litigation or before. This is a legitimate concern, as Mr. Princip has stated to me that he would delete the Channel if he was ever ordered to surrender the Channel to anybody else as a result of litigation."

"Further affiant sayeth not."

Brandon Keating

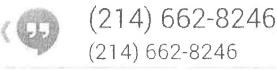
SUBSCRIBED AND SWORN TO BEFORE ME on March 10 12 2017, by

Brandon bently

OFFICIAL SEAL
KEVIN H KELEHER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/06/18

Notary Public, State of | | | | | | | | |







This is Marko and I have money that I would like to pay you. Please call me, I need only 10 minutes of your time (for legal purposes I will not be recording the call)



You don't even need to talk, just listen, I will say what I need to say and you can hang up

Thu 18:34 via SMS

How much money do you think you owe me?

Thu 19:09 via SMS





A lot and it's not only that, I want to keep paying you for future earnings, the channel now makes more money then you can imagine a month

Thu 19:10 via SMS

How much money is it making a month?

Thu 19:13 via SMS





















How much money is it making a month?

Thu 19:13 via SMS





Since I got it back in January, over 30. I was lying about taking Drew to clue



I was not lying* court*



And I have settlement papers signed by a federal judge as proof



Let me do what's morally right thing and sort this out with you - look Ty - I did not need to text you here



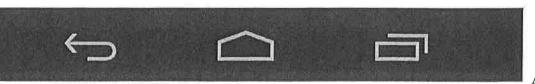
And you can confirm with Brandon Keating that I have changed, me and him are working together



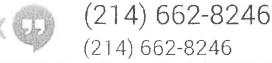
And you can confirm with Brandon Keating that I have changed, me and him are working together

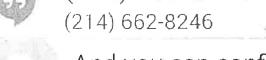


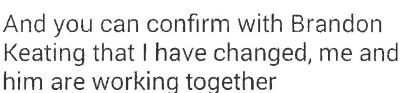














I'm 100% sure you know who Brandon is, you follow him on twitter Thu 19:17 via SMS

Who all is running the channel and involved in it right now?



Yes I know Brandon. Thu 19:18 via SMS





Myself, Brandon and my friend who financed the court case



I let him join due to him paying 15,000 to go to federal court



That was money at the time I did not have

Thu 19:19 via SMS

















That was money at the time I did not have

Thu 19:19 via SMS

Who is your friend?

Thu 19 19 via SMS





That guy who you spoke with on skype



Months ago

Thu 19:20 via SMS







He has nothing against you, just was mad at that time



Yes

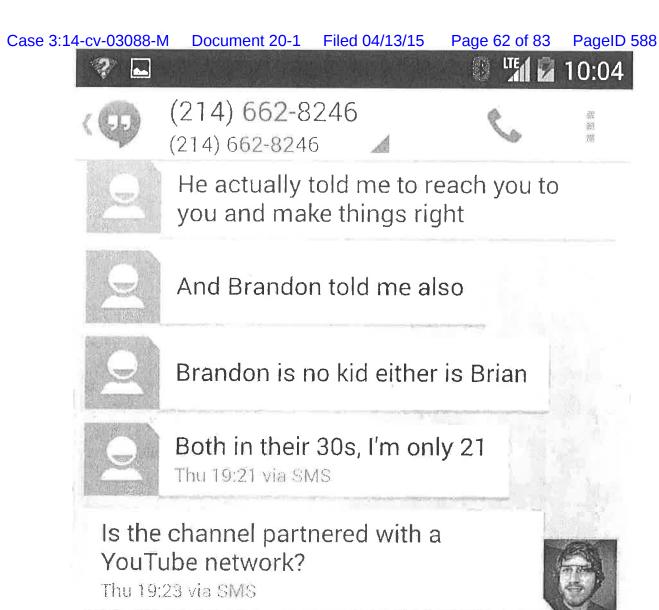


He actually told me to reach you to you and make things right













The network that Drew joined, that pays lowest cpm, we are being released - that is why I'm reaching out to you



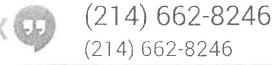
Being released tomorrow actually - we just had to ride out what was left of Drews contract

















Being released tomorrow actually - we just had to ride out what was left of Drews contract

Thu 19:24 via SMS

That's Broadband TV network right?

Thu 19:25 via SMS





I'm offering you a way here to peacefully resolve things like I offered Brandon, Brandon considers me a close friend now



You can take me to court if you want, but good luck - Brian has a lot of money and will fight it for a long time or you can talk to BBTV who is aware of the whole situation or you can resolve this with me



Brandon will DM you now



Look out for it







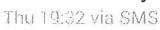




Look out for it

(214) 662-8246

So what are you offering me?







That is what I want you to call me for



I'm not calling you to argue, I'm a nobody - I don't even have a personal twitter

Thu 19:33 via SMS

I'm at an event right now so I can just text.







Fair enough we can talk when your done with your travels or whenever



this phone is clipped to my belt

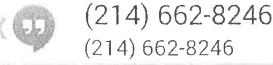














this phone is clipped to my belt



But listen



Once we get relased tomorrow and join this new network there will be serious money, so don't forget about this



Have a good rest of your day



Have a good rest of your day
Thu 19:37 via SMS

Its making a lot of money now but what about all the money you owe me from past months? How much is that?



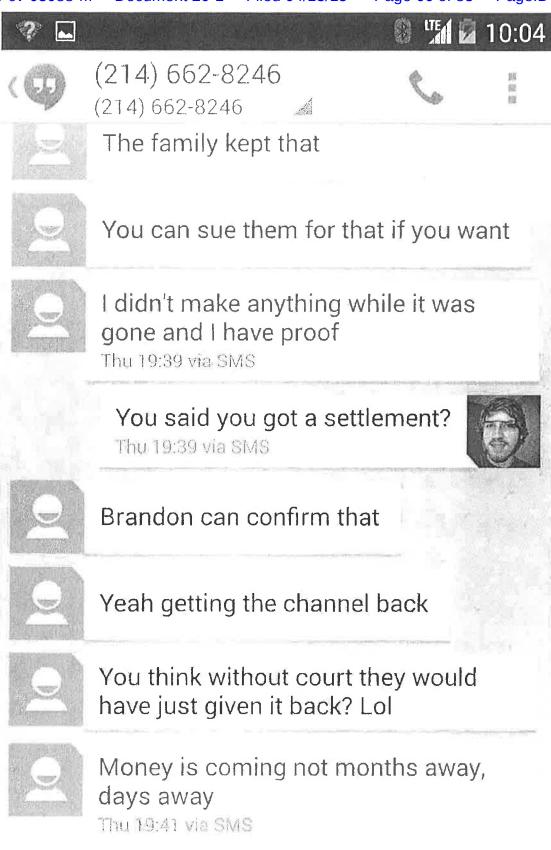


The family kept that















(214) 662-8246 (214) 662-8246





Money is coming not months away, days away

Thu 19.41 via SMS

That's a lot of money to just forget about.

Thu 19:41 via SMS





100 grand total



They kept



We could have A. Kept fighting in court and gotten more in the hole or B. Settle quick and make money fast



The channel was 190k when it was stolen, now it's at 1.6 million

Thu 19:42 via SMS

How many views is it getting a month? Or do you know what deal he has with the network?















Threaten us again and its the last thing you ever do. You hear **Brian Martin**

December 5, 2014



me, punk?

I'll wipe the floor off you



Brandon Keating

12/5

EXHIBIT



simply utilizing the legal system because my agreement has I'm not threatening anyone, can you show me where? I'm

not been honored.



Brian Martin



EXIST You have nothing on VG cause your agreement DOES NOT

5





either. I'm wondering if marko has not been totally honest with you

How many times do I have to say this?

Brian Martin







How many times do I have to say this?



Brandon Keating

Marko told you that?



Brian Martin

12/5

11:26pm

12/5, 11:26pm

Brandon, we talked about this

asked for proof and you didn't send me anything.

This was before VG took off in his hands again



Brandon Keating

agreement does not exist? so me not sending you documents is your proof that the



Document 20-1

Brian Martin

VG and as you can tell, I have friends everywhere You really have no clue what you're doing. No one is against

Of course, I didn't see your name anywhere on the business. If I were you i'd drop it



Tay's

Brandon Keating

that. That's fine (5) I'm sure you would have people go back and tell you, I expect

App.000068

12/5, 11:25pm

+ New Message Actions

-- 13/5 1. 线海道

El 12/5, 11:29pm

□ 12/5, 11:28pm

1 12/5, 11:28pm

12/5, 11:28pm

12/5, 11:28pm



Brandon Keating

I'm sure you would have people go back and tell you, I expect that. That's fine



Brian Martin

Marko and I have our own lives to plan. You have yours. There shouldn't be any beef for property that is rightfully not yours anyhow.



Brandon Keating

Did Marko tell you that you are being named in the lawsuit too?



Brian Martin

Marko told me nothing and there is no lawusit



Brandon Keating

see that's where you are confused



Brian Martin

lawsuit*



Brandon Keating

ok, nevermind...

sorry for bothering you

Write a reply...





Add Photos

Press Enter to send [

+ New Message

Actions

Q

ok, nevermind...

sorry for bothering you



Brian Martin

1 12/5, 11/29pm

But you are going around trying to legally threaten Marko, let alone me and I have to see it. Just nuts, Brandon...

Its gotta stop. You do you bro...



Brandon Keating

□ 12/5, 11:29pm

legally threaten?



Brian Martin

□ 12/6, 11:29pm

Yes I saw the screenshots about January, dropping bombs on a federal lawsuit etc



Brandon Keating

12/5, 11:29pm

I'm asking if there is anyone else out there who claim he screwed them over. That's not threatening, that's just searching for information man



Brian Martin

11 12/5, 11:29pm

Not cool



Brandon Keating

1 12/5, 11:29pm

lol.

it woke you up, yes?



why won't you guys honor our agreement?



Brian Martin

there was never an agreement Thats what I dont understand



Brandon Keating

12/6, 11:30pm

Just because I didn't send you an agreement, doesn't mean it





12/5, 11:30pm

Marko works just as hard on VG as anyone would to keep that

channel up to speed. The entire staff does.

what does that have to do with my agreement?

Brandon Keating

Brian Martin

12/5, 11/31pm



without proof and its still not legal To me it is speculation. I could say I own a channel and claim it

But you're threatening people "legally" who have no part in

what you do

12/5, 11:32pm

+ New Message

Actions

Q



Brandon Keating

P 1875, 11:33, 3m

speculation is to form a theory. This is not a theory I am presenting, but rather facts...... Again, I have not threatened anyone



Brian Martin

Tal 12/5, 11:32pm

Which is the reason now why I have to message you and let you know - this can't happen and you're doing a very bad thing by doing that.

Brandon, i'm sorry. But we've been over this before. You have no ownership in VG, never have and never will. You aren't even a part of why VG is successful, so you can't sit there and disrespect the work that went into it over a "thought" or a "theory"

I'm sorry, but that's not right.



Brandon Keating

□ 12/5, 11:35pm

incorrect.... I have been owner from the moment I signed that contract and gave Marko money for that ownership in 2012.



Brian Martin

El 12/5, 11:98pm

You were never an owner and I even gave Marko money as well, and some investors did and they got their investors worth and I paid others what they were due but never ever ever will you have a part of it at all

Carry but ite a no from mo

Document 20-1

Brian Martin

+ New Message

☆ Actions

🗆 1245, 11,360m

12/5, 11:36pm

12/5, 11:36pm



Brian Martin

You were never an owner and I even gave Marko money as well, and some investors did and they got their investors worth and I paid others what they were due but never ever ever will you have a part of it at all

Sorry, but its a no from me

For good

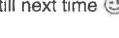
I wish you the best though in YOUR work and maybe you can stop trying to take credit for others.

Have a good night.



Brandon Keating

till next time (2)





Brian Martin

Lastly, if you trifle with me llegally, you'll lose your house

Everything

I'll take it all

Peace



Brandon Keating

12/5, 11:38pm

vou'll steal my house? That would be pretty hard to move

+ New Message

Actions



Brandon Keating

12/5, 11:3Jpm

you'll steal my house? That would be pretty hard to move, Brian



Brian Martin

1 12/5, 11:30pm

I'll liquidate your assets bro, AKA counter-sue you with cold hard facts.

I don't think you want to mess with mew

Document 20-1



Brandon Keating

1. 12/5, 11:38pm





Brian Martin

E 12/5, 11:38pm

You know how I am



I do nothing but win.



Brandon Keating

1. 12/5, 11:39pm

I bet that works with the newer you tubers don't it?

lol

ok



Brian Martin

1377, 11-111, 11

Trust me, Brandon. You've been warned and if you do trifle

+ New Message

Actions

Q

126, 11:40pm



Brian Martin

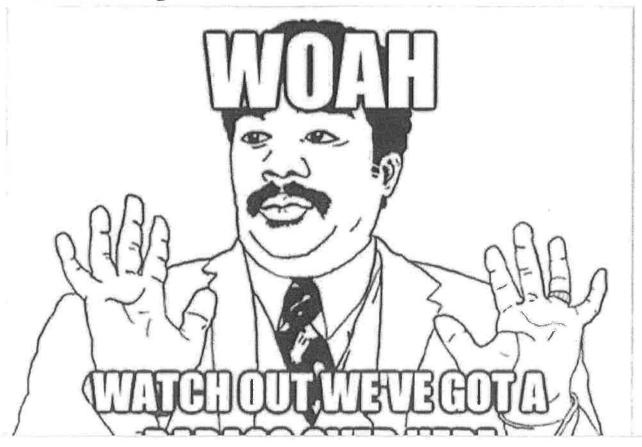
Trust me, Brandon. You've been warned and if you do trifle with me. Legally, you will feel the pain of being worthless. Do yourself and family a favor, and back off. Or somebody's going to not have enough money to support a finger, let alone an entire family.

Peace



Brandon Keating

12/5, 11:40pm



Write a confu

+ New Message

☆ Actions

Q





Brian Martin

12/5, 11/4 jpm

Its called Morality, you should look it up because once your morals are gone, you lose it all.



Brandon Keating

T 12/5, 11:42pm

I'm amazed that you sit here and lecture about morality. YOU.... Either you are just an audacious person, or you really have no clue what's been going on behind your back.. No worries.



Brian Martin

12/5, 11 45 mm

Nothing has been going on behind my back. You know why? Cause I don't cater to worthless idiots thats why. I do what I do, I support my family, and I move on. If you step on my toes, you will get messed up

Again, dont contact me ever again

You're worthless

Goodbye

+ New Message

Actions

worries.



Brian Martin

. 126, 11:43pm

Nothing has been going on behind my back. You know why? Cause I don't cater to worthless idiots thats why. I do what I do, I support my family, and I move on. If you step on my toes, you will get messed up

Again, dont contact me ever again

You're worthless

Goodbye



Brandon Keating

12/5, 11:44pm

Insults aren't nice Brian. I just want you guys to honor our agreement.



Brian Martin

12/5, 11:44pm

There is no agreement to honor, which is why the insults are justified as you are nothing but a greedy spiteful little snob

The answer is no

In 2016, it will be no

2020 it will still be no

So give it up



Brandon Keating

1255 11:45om

2020 it will still be no

So give it up

Brandon Keating

u say that... but

Brandon Keating

from Marko Princip(2)

To me Marko Princip

To Brandon Keating,

This email is proof that you are 30% owner of Videogames Youtube Channel

The deal is between Brandon Keating and Marko Princip.

By the 17th of every month you will receive your payment.

Brian Martin

Document 20-1

name of Marko. Not convinced.

Looks like anyone can create that and send it to you int he

Brandon Keating

0

l can do the exact same thing, Brandon.

App.000078

+ New Message

Actions



Brandon Keating

goodnight, Brian



Brian Martin

12/5, 11:46pm

11 12/5, 11:46pm

Going to have to try harder than that but don't even waste your time. VG will never be yours

Ever

Not even 1%

Bye



Brandon Keating

I don't want 1%

12/5, 11:48pm



Brian Martin

You're getting nothing

Brandon Keating

I want my 30 (4)

12/5, 11:48pm

12/5, 11:48pm

That's not nice



Brian Martin

Never (3) so keep dreaming.

Jenist ma Drandan valuent nothing

12/5, 11:48pm

+ New Message

☼ Actions

12/5, 11:48pm

12/5, 11:49pm

E 12/5, 11:49pm

12/5, 11:49pm

12/5, 11:50pm

Q



Brian Martin

Never (3) so keep dreaming.

Trust me Brandon, you get nothing.



Brandon Keating

You guys kept promising and promising, only to go back on



Brian Martin

your word...

Time = wasted.



Brandon Keating

Why lead me on for so long then? What was the point?

over and over again, broken promises and lies



Brian Martin

You wanted to be involved and i said If I agreed and you signed an agreement to work on VG then yes, but guess what Brandon, I said no. I didn't want you on my team because I didn't feel I needed you so you were not "hired" in a sense. Other than that, this is a waste of my time. You should be doing something more productive in your life instead of thinking that when someone offers you a "job" that you already have it cause you dont

+ New Message

Actions

Q



Brandon Keating

12/5, 11:49pm

Why lead me on for so long then? What was the point?

over and over again, broken promises and lies



Brian Martin

L 12/5, 11:50pm

You wanted to be involved and i said If I agreed and you signed an agreement to work on VG then yes, but guess what Brandon, I said no. I didn't want you on my team because I didn't feel I needed you so you were not "hired" in a sense. Other than that, this is a waste of my time. You should be doing something more productive in your life instead of thinking that when someone offers you a "job" that you already have it cause you dont



Brandon Keating

12/5, 11:51pm

bwuahahahahahahaha a JOB? Ok......



Brian Martin

L 12/5, 11:52pm

You must be completely out of your mind thinking you own anything such as

If a lawsuit happens I sure hope you're ready to liquidate your assets

Thats all I am saying lol

3/9/2015

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TEXAS SECRETARY of STATE CARLOS CASCOS

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